



Tesla Motors, Inc. Roadster Reservation Agreement

This Agreement between (1) You ("you", "your" or "yourself") and (2) Tesla Motors Inc. a company incorporated under the laws of the state of California whose registered office is at 3500 Deer Creek Road, Palo Alto, CA 94304 USA ("we" "our" or "us") is for your reservation of a Tesla Roadster from us.

1. Reservation and Territory

You hereby confirm that you wish to reserve a Tesla Roadster with us and intend to take delivery of a Tesla Roadster in one of the following territories:

- a member state of the European Union; or
- a member state of the European Free Trade Association (namely Iceland, Norway, Switzerland, and Liechtenstein); or
- the Channels Islands of Guernsey or Jersey; or
- the principalities of Monaco or Andorra; or
- San Marino.

2. Non-Binding Reservation Payment: €11,500 / £10,000 / SFr 15,000 / DKr 90,000 ("Reservation Payment")

In consideration of you signing and returning this Agreement to us and upon receipt of the Reservation Payment (payable by electronic transfer in accordance with the payment instructions attached to this Agreement) we will, subject to paragraph 5 below, assign to you a reservation sequence position on our production line for a Tesla Roadster.

This Agreement does not constitute an agreement for the sale and supply of a Tesla Roadster. You are under no obligation to purchase a Tesla Roadster from us and we are under no obligation to supply you with a Tesla Roadster.

If and when we notify you of the availability of a Tesla Roadster and you wish to proceed with the purchase of the Tesla Roadster, such purchase will be governed by a separate and legally binding agreement ("Purchase Agreement") with our appropriate European subsidiary ("European Subsidiary").

The Reservation Payment is fully refundable to you should you choose to abandon your reservation prior to entering into a Purchase Agreement. This Agreement will be deemed to have been confirmed between us and you when we receive this Agreement signed by you (via fax, post or email in accordance with paragraph 7 below) together with the Reservation Payment. At this stage, we will activate your reservation.

3. Order Process

As the start of production of your Tesla Roadster nears, we or our European Subsidiary will ask you to confirm

your option selections. We or our European Subsidiary will also ask you to confirm where you wish to register and take delivery of the Tesla Roadster and to provide full details of the legal purchaser of the Tesla Roadster.

Our European Subsidiary will create an order for your Tesla Roadster detailing the information provided by you ("Order"). Our European Subsidiary will prepare a proforma invoice, indicating the anticipated purchase price of your Tesla Roadster, taking into account the base price of the model selected, plus any applicable options, taxes, transport and delivery charges and any other applicable fees ("Proforma Invoice").

Our European Subsidiary will then submit to you the Order, Proforma Invoice and a Purchase Agreement. If you wish to proceed and purchase a Tesla Roadster, you must sign and return to our European Subsidiary the Purchase Agreement. We will then commence production of your Tesla Roadster and your Reservation Payment will be held as a non-refundable deposit and applied to our production costs, pursuant to the terms of the Purchase Agreement.

Shortly before your Tesla Roadster is ready for delivery, our European Subsidiary will issue to you a final invoice, requesting payment of the purchase price stated on the Proforma Invoice, less your Reservation Payment. Our European Subsidiary will not deliver the Tesla Roadster to you until it has received full payment in cleared funds from you.

4. Deferral

If you do not wish to enter into a Purchase Agreement, you have the option to relinquish your reservation sequence position and defer to a later position to be determined by us (only one deferral is permitted). If you do not communicate your decision to us within 10 business days of notification under paragraph 3, you will automatically be granted such a deferral.

5. Priority

We will establish your reservation sequence position in our sole discretion. We may decline or delay reservations to avoid oversubscription or as we deem appropriate in our sole discretion. If your reservation is declined, you will be notified and your Reservation Payment will be refunded.

6. Your Details

From time to time we will ask you to provide to us information so that we can perform our obligations under this Agreement. We will treat all your personal information as confidential (although we reserve the right to disclose this information in the circumstances set out below). We will keep it securely and we will fully comply with our



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obligations under applicable Data Protection and consumer legislation.

By reserving a Tesla Roadster, you are giving us your consent to use your personal information and the other information which you provide to us so that we, our European Subsidiary and other Tesla group companies can process your reservation, conduct administration and prepare the Order, Proforma Invoice and Purchase Agreement. We may transfer this information to our European Subsidiary and other Tesla group companies (but not to third parties) for these purposes.

From time to time, we and other Tesla group companies may contact you by mail, telephone, email, text and fax in relation to your reservation of a Tesla Roadster and you agree that you will not consider any of the above as being a breach of any of your rights under the Privacy and Electronic Communications (EC Directive) Regulations 2003.

You can opt-out of receiving marketing information from us at any time, just write to us for more information. However, we will still use your information in order to process your reservation. You have a right to ask for a copy of your information (for which we charge a small fee) and to correct any inaccuracies.

7. Execution, Governing Law and Jurisdiction

This Agreement can be validly executed by fax, email or post. A signed copy of this Agreement will not be deemed to have been properly served until (i) twenty-four (24) hours after an e-mail is sent, (ii) the next business day following the date of despatch of a fax with proof of successful transmission or (iii) three (3) days after the date of posting.

This Agreement shall be governed by English law and you and we both agree to the non-exclusive jurisdiction of the English courts.

For your own benefit and protection you should take care to read and understand these terms before signing them. If you do not understand any of the paragraphs or matters set out in this Agreement then please ask us to explain them before you sign.

SIGNED by an authorised signatory for and on behalf of **TESLA MOTORS INC.:**

.....

Signature

.....

Print Name

SIGNED and Agreed by You (acting as an Individual):.....[Signature]

.....[Print Name]

.....[Address]

.....[Address]

.....[E-mail][Telephone][Fax]

SIGNED by an authorised signatory for and on behalf of You (acting as a company):

.....

Signature

.....

Print Name

.....[E-mail][Telephone][Fax]

Name, Address and Registration Number of Company:.....

.....

VAT No:.....



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Documentation Instructions and Bank Account Details for Payment of Reservation Payment

1. Fax or email a signed copy of the Agreement to:
F: +44(0)1753 626820 or E: eureservations@teslamotors.com
2. Post the original Agreement to: Tesla Motors Reservations, PO Box No 4130, Windsor, SL4 9BL United Kingdom
3. Submit electronic payment instructions to your bank.
(Please include customer name on the electronic payment instructions and, if you made an online reservation, please reference the name you provided during your online reservation, to ensure proper application of your funds.).

Euro Zone, Switzerland, and Denmark Customers: €11,500 / SFr 15,000 / DKr 90,000 Reservation Payment
Payment in EUR, SFr, or DKr to:

Beneficiary's name: Tesla Motors, Inc
Account Number: 4010175644
Bank Code (BLZ): 50021000
IBAN: DE19500210004010175644
SWIFT BIC: INGBDEFF

Bank: ING Bank Deutschland AG

UK Customers: £10,000 Reservation Payment
Payment in GBP to:

Beneficiary's name: Tesla Motors, Inc
Account Number: 60016132
Sort code: 23-88-59
IBAN: GB37INGB23885960016132
SWIFT: INGBGB22

Bank: ING Bank N.V., London Branch, 60 London Wall, London EC2M 5TQ